

## Residential Tenancies Tribunal

Application 2026-0051-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 9-February-2026 at 9:15 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was assisted in his presentation of the evidence by [REDACTED], both of whom attended by teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

### Procedural History

4. The tenant was not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served. The landlords submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 29-January-2025 at 10:10 am. Proof of service was also provided (LL#2 and LL#3). As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.
5. The landlord had originally claimed for an order of vacant possession. However, by the time of the hearing, the tenant had vacated and the landlord had taken possession.

### Issues before the Tribunal

6. Should the landlord's claim for unpaid rent succeed?

### Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018 (the Act)*.

**Issue 1: Unpaid Rent**

8. The landlord testified that the tenant owed \$2920.00 in unpaid rent. A rental ledger was also provided in support of this (LL#5). It is noted that there was a calculation error on the ledger related to the 17-December-2025 payment, and the correct amount owing as per the ledger is \$2320.00.
9. I accept the landlord's uncontradicted testimony. However, this \$2320.00 figure includes the full monthly rent for the month of January 2026. The landlord submitted a termination notice dated 9-January-2026 (LL#4) that was issued to the tenant. It has a termination date of 20-January-2026, and the tenant vacated by that date. Therefore, rent cannot be awarded past that point.
10. A daily rate must be calculated. The correct formula for determining a daily rate is found by multiplying the monthly rate by the 12 months and dividing by the 365 days of the year. In this case, the daily rate is  $\$920.00/\text{month} * (12 \text{ months}/365 \text{ days}) = \$30.25/\text{day}$ . Calculated to the date the rental agreement terminated, the rent owed for January totals \$605.00. The total rent owed therefore totals \$2005.00.

**Summary of Decision**

11. The tenant shall pay to the landlord \$2005.00 in unpaid rent.

25-February-2026

Date



Seren Cahill  
Residential Tenancies Office